

Manitoba 

**Annual Report
1988 - 89 ***

**Manitoba
Labour Board**



Minister of Labour

Legislative Building
Winnipeg, Manitoba, CANADA
R3C 0V8

The Honourable George Johnson,
Lieutenant-Governor of Manitoba,
235 Legislative Building,
Winnipeg, MB.
R3C 0V8

Your Honour:

I have the honour to present to you the Annual Report of The Manitoba
Labour Board covering the period from April 1, 1988, to March 31, 1989.

Sincerely,

A handwritten signature in cursive script, reading "Gerrie Hammond".

Gerrie Hammond,
Minister.



Labour

The Manitoba Labour Board

404 Power Building
428 Portage Avenue
Winnipeg, Manitoba, CANADA
R3C 0E2

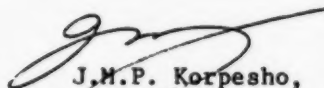
(204) 945-3783

Honourable Gerrie Hammond,
Minister of Labour,
156 Legislative Building,
Winnipeg, MB.
R3C 0V8

Dear Madam:

It is my pleasure to present to you the Annual Report of The
Manitoba Labour Board covering the period from April 1, 1988, to March 31,
1989.

Yours truly,



J.M.P. Korpesho,
Chairperson.



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**A Message from the Chairperson
of the Manitoba Labour Board**

It is my pleasure to submit to you the 1988/89 Annual Report, outlining the activities of The Manitoba Labour Board during that period of time.

During this past year, the Board has experienced one of its most active reporting periods, with some 1,332 applications being filed and some 1,472 matters being disposed. This increased level of activity has placed additional pressure on the staff of the Board, and I sincerely wish to express my gratitude to the staff, Vice-Chairpersons, and Board Members for their dedication and outstanding efforts over the past year.

The Board also wishes to express its appreciation to the labour and management community for their continued co-operation in very hectic and sometimes trying situations. We believe that the continued co-operation between labour and management has contributed to maintaining a healthy and vibrant labour relations climate in Manitoba.

We look forward to the upcoming year, and hope that we continue to provide guidance to the labour relations community.

J.M.P. Korpesho,
Chairperson

INTRODUCTION TO THE MANITOBA LABOUR BOARD

ROLE:

The Manitoba Labour Board is responsible for the adjudication of matters referred under

- . The Labour Relations Act,
- . The Workplace Safety and Health Act, and
- . The Pay Equity Act.

The Board also acts as a wages board (the adjudicating body) for matters referred under

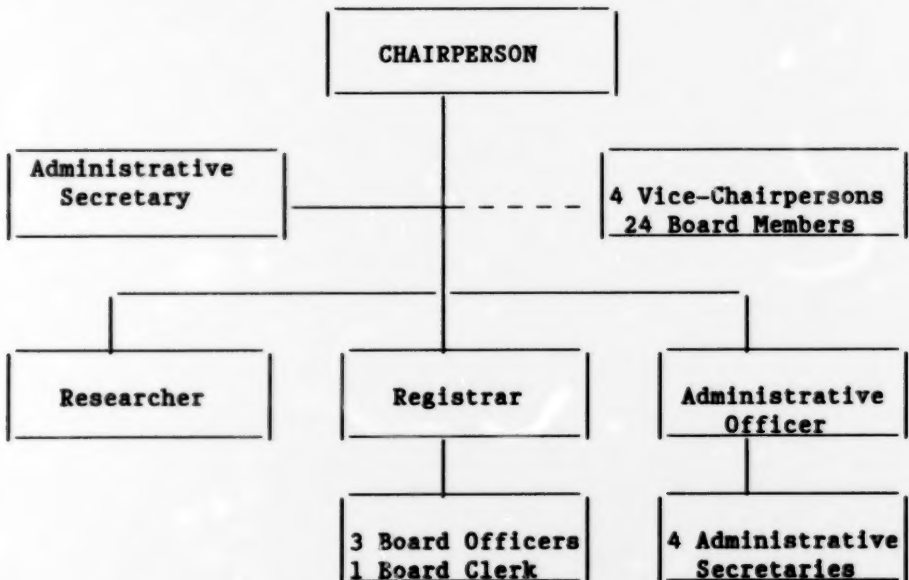
- . The Payment of Wages Act,
- . The Employment Standards Act,
- . The Construction Industry Wages Act,
- . The Vacations With Pay Act, and
- . The Remembrance Day Act.

Although the Board conducts numerous formal hearings annually, a significant portion of the Board's workload is administrative in nature. Where possible, the Board encourages the settlement of disputes in an informal manner by appointing one of its board officers to assist the parties in resolving outstanding issues and complaints.

STRUCTURE:

The Manitoba Labour Board is a quasi-judicial body composed of a full-time Chairperson, four part-time Vice-Chairpersons and twenty-four Board Members. There is equal representation of employer and employee views.

ORGANIZATION CHART:



SUMMARY OF ACTIVITIES

Field Services

The Registrar is the official responsible for the supervision of the day-to-day field services of the Board. All applications filed with the Board pursuant to The Labour Relations Act are initially processed through the Registrar's Office. The Registrar determines the hearing dates, assures the effective and efficient processing of each application and communicates with all parties in all matters relating to the scheduling of hearings or specific problems in the processing of any applications.

Reporting directly to the Registrar, the Board has a field staff of 3 Board Officers and 1 Board Clerk. On a rotating schedule, 2 Board Officers are assigned to deal with labour relations cases, while the third Board Officer is assigned to deal with payment of wages/employment standards related matters. During this reporting period, there were 1,332 applications filed with the Board, representing a 3% increase from 1987/88.

The Board Officers conduct investigations with respect to various applications filed with the Board. Board Officers are frequently appointed to act as Board Representatives in allegations of unfair labour practices, to endeavour to effect a settlement of the complaint. For this reporting period, representatives were appointed in 14 cases, 5 of which were resolved, with 8 pending as at March 31st, 1989. They also perform a variety of functions including acting as Returning Officer in Labour Board conducted votes, attending Board hearings, as well as assisting the Registrar in the processing of applications.

The Board Clerk is responsible for the day-to-day processing of all Payments of Wages/Employment Standards referrals, hours of work exemption requests and Expedited Arbitration applications. There was a 14% increase in the number of Expedited Arbitration referrals filed with the Board during this reporting period as compared to the previous year.

Administrative Services

The Administrative Officer is responsible for the administrative support of the Board Office including fiscal control and accountability of operational expenditures, office systems, procedures development and management to ensure the departmental and government policies are implemented.

The Board had an administrative support staff of four full-time and one part-time staff. This was a decrease from

the previous reporting period of one clerk and the librarian positions. This has resulted in increased workload amongst the remaining staff.

It is noted that the Board disposed of 1,472 cases during this period, an increase of 21% from the previous reporting period. All staff are to be complimented for their dedication and hard work during an extremely active period.

IN REVIEW

TOTAL NUMBER OF APPLICATIONS FILED WITH
THE MANITOBA LABOUR BOARD

APRIL 1st - MARCH 31st

	<u>1986/87</u>	<u>1987/88</u>	<u>1988/89</u>
UNDER THE LABOUR RELATIONS ACT	470	466	508
UNDER THE EMPLOYMENT STANDARDS ACT	377	438	414
UNDER THE PAYMENT OF WAGES ACT	360	377	394
UNDER THE VACATIONS WITH PAY ACT	2	3	3
UNDER THE WORKPLACE SAFETY & HEALTH ACT	<u>53</u>	<u>9</u>	<u>13</u>
	<u>1,262</u>	<u>1,293</u>	<u>1,332</u>

Since 1986/87, there has been a 6% increase in cases filed. The most significant increases were pursuant to The Labour Relations Act and The Employment Standards Act, over the 3-year period. From 1987/88, there has been an increase of 3% in the total number of cases filed.

TOTAL NUMBER OF APPLICATIONS DISPOSED OF BY
THE MANITOBA LABOUR BOARD

APRIL 1st - MARCH 31st

	<u>1986/87</u>	<u>1987/88</u>	<u>1988/89</u>
UNDER THE LABOUR RELATIONS ACT	448	442	527
UNDER THE EMPLOYMENT STANDARDS ACT	372	410	456
UNDER THE PAYMENT OF WAGES ACT	350	347	476
UNDER THE VACATIONS WITH PAY ACT	1	4	3
UNDER THE WORKPLACE SAFETY & HEALTH ACT	<u>50</u>	<u>11</u>	<u>10</u>
	<u>1,221</u>	<u>1,214</u>	<u>1,472</u>

Over the three-year period from 1986/87, there has been a 21% increase in number of cases disposed of. From 1987/88, there again was a 21% increase in the number of cases disposed of by the Board.

MEMBERS OF THE BOARD

In the year under review, the Board consisted of the following members.

CHAIRPERSON:

John Korpesho was appointed Chairperson of the Board in 1983. He has been with the Board since 1973, during which time he has held the positions of Board Officer, Registrar, and Vice-Chairperson/Registrar. He has served on a number of Labour Management committees and is a graduate of the University of Manitoba certificate program in Public Administration.

VICE-CHAIRPERSONS:

S. Glenn Sigurdson, Q.C. was first appointed a member and Vice-Chairperson of the Board in 1980 on a part-time basis. He is a partner in the law firm of Taylor McCaffrey Chapman.

Diane E. Jones was appointed a member and Vice-Chairperson of the Board in 1985. Until 1984, she practiced law with the firm of Aikins, MacAulay and Thorvaldson.

Joy M. K. Cooper was appointed a member and Vice-Chairperson of the Board in 1985. She is a partner in the law firm of Cherniack Allen.

Lawrie Cherniack was appointed a member and Vice-Chairperson of the Board on January 4, 1988. He is a partner in the law firm of Cherniack Allen.

BOARD MEMBERS - EMPLOYER REPRESENTATIVES:

A. Edward Stanton was appointed to the Board in 1985. He was employed by PRG Industries until his retirement in 1982.

Bob Sparrow was first appointed to the Board in 1983. He brings with him an extensive knowledge of the hospitality industry and currently is the President of the Manitoba Hotel Association.

Frank Van Ginkel was first appointed to the Board in 1978. He has been involved in the construction industry for the greater part of his career.

Denis E. Sutton joined the Board in 1983. He is Vice-President of Industrial Relations for the Manitoba Telephone System.

Elizabeth M. Black was appointed to the Board in 1985. She has held several management positions in the personnel field and is currently employed with Touche Ross Management Consultants.

W. J. Ptolemy was first appointed to the Board in 1978. He operated his own architectural specialty supply firm, Warren & Matheson Ltd.

Jack McCormick was first appointed to the Board in 1977. Now retired, he was a former Senior Vice-President of Bristol Aerospace Ltd.

Carole N. Postnieks was appointed to the Board in 1987. She is the manager of human resources with Guertin Bros. Coating & Sealants Ltd.

John D. Read was appointed to the Board in 1987. He is currently Executive Vice-President of the Manitoba Hotel Association.

James R. Conner was appointed to the Board in 1987. Now retired, he was previously in the industrial relations field with Hudson's Bay Mining and Smelting Company Limited, in Flin Flon, Manitoba.

Raymond N. Winston was appointed to the Board in 1987. He is currently Executive Director of the Manitoba Fashion Institute, Inc.

S. Jo Lopuck was appointed to the Board in 1988. She had been self employed in the construction industry for a number of years prior to her appointment to the Board.

BOARD MEMBERS - EMPLOYEE REPRESENTATIVES:

William F. Iverson has served on the Board since 1970. Now retired, he was Business Manager for the Bricklayers and Masons International Union of Canada Local, since 1967.

John E. Pullen joined the Board in 1978. He is Director of Operations with the Manitoba Government Employees' Association.

Bernie Atamanchuk was appointed to the Board in 1985. He is a Union Representative with the Manitoba Food and Commercial Workers Union, Local 832.

Leo Desilets was appointed to the Board in 1985. He is the Business Manager and Financial Secretary for the Sheet Metal Workers International Association.

Karen Graham joined the Board in 1985. She is an International Representative for the Amalgamated Clothing and Textile Workers Union.

Maureen Morrison joined the Board in 1983. She is a Staff Representative for the Canadian Union of Public Employees.

Hugh McMeel was first appointed to the Board in 1983. He is a Union Representative for the United Food and Commercial Workers International Union, Local 111.

Anne Cyr was appointed to the Board in 1983. She is the Business Manager for the Service Employees International Union. Ms. Cyr tendered her resignation during this reporting period.

Ronald J. Henderson was appointed to the Board in 1969. He is the former Regional Director of the Canadian Union of Public Employees.

J. Arthur Coulter has served on the Board since 1980. He has been involved in the labour movement for over 40 years in both elected and appointed positions.

Brian Hunt joined the Board in 1983. He has been a member of the United Steelworkers of America since 1969, serving as an Organizer and more recently a Staff Representative.

Doug McFarland was appointed to the Board in 1988. He is a Staff Representative with the Manitoba Government Employees' Association in Brandon.

Manitoba Labour Board Library

The Board maintains a small collection of texts and journals dealing with industrial relations and labour law. Since 1985, all arbitration awards and collective agreements must be filed with the Manitoba Labour Board, copies of which may be viewed at the Board's office.

Library hours are Monday to Friday, 8:30 a.m. to 4:30 p.m.

Publications

The Board presently publishes:

- . Compendium of Grievance Arbitration Decisions - a summary of all arbitration awards rendered in the Province of Manitoba and filed with the Board during the calendar year.
- . Guide to The Labour Relations Act - a booklet explaining in lay persons' terms the various provisions of The Labour Relations Act, and the role of the Manitoba Labour Board and Conciliation & Mediation Services. (available in both English and French)
- . Annual Report - a publication disclosing the Manitoba Labour Board's staffing and membership, as well as highlights of significant Board and Court decisions, and statistical analysis of the various matters dealt with during the reporting period.

The Board is planning to resume publication of the quarterly "Report of Activities" during the next reporting period. As well, a new publication is planned consisting of a summary of Written Reasons issued by the Board. This new publication may be available in late 1989.

SIGNIFICANT BOARD DECISIONS PURSUANT TO

THE LABOUR RELATIONS ACT

CASE NO. 537/88/LRA

LOCAL 330W, UNITED FOOD AND COMMERCIAL WORKERS' INTERNATIONAL UNION and MOLSON MANITOBA BREWERY LTD.

Reasons for Decision dated June 20, 1988

This matter came before the Board upon an application by the United Food & Commercial Workers' Union ("U.F.C.W.") in respect of bargaining units at Molson Manitoba Brewery Ltd. and The Associated Beer Distributors Limited ("ABD") operations in Manitoba (the "Applicant Units").

The Applicant Units requested that the Board activate the operation of the Final Offer Selection process ("F.O.S." process) as set out in Part V.1 of The Labour Relations Act. Section 94.1(4) of the Act requires the Board, upon application, to order a vote of "the employees in the unit affected by the dispute". Upon a majority vote in favour of the F.O.S. process, the F.O.S. process is activated and a selector is appointed.

At issue before the Board was the interpretation of the phrase "the employees in the unit affected by the dispute" as set out in Section 94.1(4) and specifically defined in Section 94.1(9) and 94.1(10). This interpretation was necessary so as to determine the employees eligible to vote (the F.O.S. constituency) on the issue of the F.O.S. process activation.

The Applicant submitted that the F.O.S. voting constituency consisted of the employees of the Applicant Units. The Respondents, Molson and ABD ("The Companies") submitted that the F.O.S. voting constituency should include in addition to the employees in the Applicant Units, the employees in the U.F.C.W. bargaining units at Labatt's Manitoba Brewery and Carling O'Keefe Breweries Western Limited. The Companies' position stemmed out of a practice of collective bargaining on an "industry-wide basis" which had prevailed between the parties for much of its bargaining history.

Held: The Board held that "unit" as used in the context of Sections 94.1(4), 94.1(9) and 94.1(10) of the Act was a reference to a "unit" within the contemplation of Part II certification - commonly referred to as a "bargaining unit". The Board also held that "unit" when used in the expression - "employees in the unit affected by the dispute" did not include the entire pool of employees who have participated on

a voluntary basis in joint bargaining. Each bargaining unit, though participating in joint bargaining had retained the right to determine how it wishes to proceed with collective bargaining. This right had been carefully preserved at each round of negotiations. The Board noted that the only basis on which it would be possible for the F.O.S. procedure to be by-passed was by an agreement in the nature described by Section 82(1) of the Act.

As a result of the Board's findings, the F.O.S. voting constituency was found to consist of the employees associated with the Applicant Units who met the criteria set forth in Section 94.1(9)(a) and Section 94.1(9)(b) of the Act, ie: employees on the employer's payroll at the time of the application and who have a continuing interest in the outcome of the dispute. Employees associated with non-applicant parties were not to be included in the F.O.S. voting constituency. The Board ordered that a separate vote be taken in each of the Applicant Units at Molson and ABD to determine if the majority mandate necessary to invoke the operation of the F.O.S. process existed.

CASE NO. 1023/87/LRA

THE MANITOBA GOVERNMENT EMPLOYEES' ASSOCIATION and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF MANITOBA and RIDEAU PARK PERSONAL CARE HOME INC.

Reasons for Decision dated June 22, 1988

The Manitoba Government Employees' Association ("M.G.E.A."), the bargaining agent for the employees of Brandon Mental Health Centre ("B.M.H.C."), made an application to the Board pursuant to Section 50(1) of The Labour Relations Act. The Board was asked to determine whether or not B.M.H.C. and the Rideau Park Personal Care Home ("Rideau") were carrying on associated and related activities, under common control and direction, so that they be treated as one employer for the purposes of The Labour Relations Act.

The Board heard evidence indicating that the Government of Manitoba decided in 1984 to undertake the construction of the Rideau Park Personal Care Home. The Rideau facility would be required to accept patients from the B.M.H.C. The areas of B.M.H.C. vacated by the transfer of patients to Rideau would be demolished. Further, all vacant positions at Rideau would be filled with existing B.M.H.C. staff first with any remaining vacancies filled by outside applicants. The Board also heard evidence which clearly indicated that Rideau was presently under the control of the Department of Health, though the intent was to eventually have Rideau turned over to a community-based Board of Directors.

Held: The Board adopted the position of the Ontario Labour Relations Board to the effect that there will be a finding of "associated" or "related" business activities where those activities are of the same character, serve the same general market, employ the same mode and means of production, utilize similar employee skills, and are carried on for the benefit of related principals.

Based on the evidence and material presented, the Board concluded that the creation of Rideau was mainly an extension of the care previously provided by the Department of Health through B.M.H.C. Accordingly the Board was satisfied that Rideau and B.M.H.C. were carrying on associated and related activities. The Board was also satisfied that Rideau and B.M.H.C. were under sufficient common control so as to warrant treatment as one employer for the purposes of The Labour Relations Act.

As a result, Rideau was bound by the collective agreement in effect between the Province of Manitoba (including B.M.H.C.) and the M.G.E.A.

CASE NO. 481/87/LRA

LOCAL 330W, UNITED FOOD & COMMERCIAL WORKERS' INTERNATIONAL UNION and BLACKWOOD BEVERAGES LTD., and A GROUP OF OBJECTING EMPLOYEES

Reasons for Decision dated September 8, 1988

The Applicant Union applied for certification of a bargaining unit with the exclusion of a number of specific classifications. The Union was of the opinion that supervisory positions should be excluded because those individuals primarily performed management functions. The Union also argued that the remaining classifications should be excluded because they were non-production and should not be included in a production or plant unit. The Employer argued that the Union had asked for an all employee unit but was attempting to redefine the bargaining unit for tactical reasons.

Held: In determining if the positions classified as supervisors should be included in the unit, the Board considered the definition of an employee as defined in Section 1 of The Labour Relations Act. This section excludes a person from the unit who primarily performs a management function. The Board also considered Section 2(2) of the Act which states "an employee is not exercising management functions ... by reason of his duties and functions as an employee including the supervision of other employees of the same employer". After

reviewing the job description of the classifications in question, the Board was not prepared to find that these people were "employees". The Board concluded that their inclusion in the bargaining unit, with the employees they supervise and over whom they exercise some management functions, would be inappropriate. The potential conflict of interest was too great.

The other positions, except for the Quality Control Technicians, were also ordered to be excluded on the basis of lack of community of interest. These employees included people in sales, both full-time and part-time, and a part-time security guard. In excluding these employees, the Board was adhering to the long-standing practice of separating production/blue collar workers from office, clerical/white collar employees. The Board ordered the inclusion of the Quality Control Technicians because their community of interest outweighed the possibility of conflict which might have arisen if they rejected a project produced by another member of the bargaining unit.

CASE NO. 544/88/LRA
THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA and
DEER LODGE CENTRE

Reasons for Decision dated January 31, 1989

The Applicant filed an application for certification for a unit described as: "All Medical Doctors employed by Deer Lodge Centre, except the Clinical Doctor of Geriatric Medicine". The unit was duly certified.

The Applicant filed further documentation with the Board requesting the newly certified unit be merged with a unit described as: "Professional and Scientific employees" (including pharmacologist, social workers and dieticians, as well as others), which was governed by a collective agreement. The Employer opposed the merger of the units.

Two major issues were before the Board. The first was whether the Board should merge two bargaining units when one is newly certified and the other is governed by a collective agreement. The second is whether it is appropriate to merge an all-doctor unit with a unit of "professional and scientific employees".

Held: The Board dismissed the application to merge the two units. The Board indicated that where there are two bargaining units, one without a collective agreement and one with a

collective agreement, the complexity of the problems created by merging the two units far outweighs the putative benefit of preventing the proliferation of bargaining units. Upon reviewing the previous Board decisions merging two or more existing units where there were allegedly collective agreements in existence, the Board noted that in all of those cases the Employer ultimately consented to the merger.

In light of the Board's decision on the first issue, it was unnecessary to decide the second. The Board, however, made it clear that it did not reject out-of-hand the concept of merging doctors with other employees into one larger bargaining unit. When and if the two bargaining units are in the same bargaining position, the Board indicated it would be prepared to hear argument on the appropriateness of a larger merged unit.

CASE NO. 791/88/LRA

MANITOBA GOVERNMENT EMPLOYEES' ASSOCIATION and THE PROVINCE OF MANITOBA and THE MANITOBA LOTTERIES FOUNDATION

Reasons for Decision dated January 31, 1989

The Union was granted certification to represent the employees of the Manitoba Lotteries Foundation. Subsequently, the Union filed an application requesting that the certificates should be merged into a single bargaining unit with other government employees.

The Employer argued that the employees of the Foundation could not be included in the Master Agreement because those individuals were employed on a contractual basis and did not fall under the definition of employee as stated in The Civil Service Act. The Employer also argued that under the Act, the Union was prohibited from entering into a collective agreement which included persons who are not in the Civil Service. The Union argued that the employees of the Foundation were employees under The Labour Relations Act and therefore, they could enter into a collective agreement. In addition, the Union argued that if it could have persuaded non-Civil Service employees to choose it as their bargaining agent, then under The Labour Relations Act, any employer of that group was bound by law to bargain.

Held: The Board found that the employees of the Foundation were not included in the Master Agreement because Section 2:01 of the Agreement stated that the Agreement applies only to part-time employees who were term employees or had been appointed under Section 17 (now 15) of The Civil Service Act.

The Board ruled that the employees in question clearly did not come under the definition. As well, the Board could not find that these employees were included anywhere else in the Agreement. The Board, though dismissing the application, indicated that there was no legal impediment preventing the Government and the MGEA from including the employees in question within the Master Agreement. Further, the Board noted that the MGEA was not prohibited from becoming the bargaining agent for individuals who are not in the Civil Service.

SIGNIFICANT BOARD DECISIONS PURSUANT TO
THE PAYMENT OF WAGES ACT

CASE NO. 910/87/PWA

**ROBERT JOHN MACDONALD CARRYING ON BUSINESS UNDER THE TRADE
NAME AND STYLE OF R.J. MACDONALD PLUMBING & HEATING and
PHILLIP HEYNEW**

Reasons for Decision dated May 16, 1988

Pursuant to Section 8(3) of The Payment of Wages Act, the Director of the Employment Standards Division of the Department of Labour ordered that the Employee be paid wages that were apparently owed to him by the Employer for renovation work performed at Guertin Bros. Coating and Sealants Ltd. plant.

Subsequently, the Employer appealed this Order on the grounds that he was not the employer. He had not hired the Employee and had agreed to pay him only to facilitate the Employee's request for weekly payments. Originally, the Employee was to be paid bi-weekly by plant management. The Employer was also appealing the Order on the grounds that the Employee was hired as a helper not a plumber/steamfitter welder.

Held: The Board found that the Employer did not supervise the Employee, determine his wages or supply him with any tools or materials. Thus, the Employer was not an employer within common law tests. However, under the terms of The Construction Industry Wages Act, an employer is defined as someone who is responsible directly or indirectly for the wages of an employee. The Board indicated however, that the issuance of a cheque was not sufficient evidence to determine that a person is the employer or employer's representative. In the circumstances of this case, the Board found that the Employer was only facilitating the Employee's request for weekly payments and was not an employer within the meaning of the Act. Accordingly, the Board ruled that the Employer owed no obligation to the Employee with respect to unpaid wages.

**CASE NOS. 187/87/PWA, 777/87/PWA, 779/87/PWA, and 781/87/PWA
WASAGAMACK BAND AND LES ZETTERGREN AND RONALD ZETTERGREN
(BEING DIRECTORS AND OFFICERS OF R.A.L. ENTERPRISES LTD.) and
KENNETH RONALD BOUTEILLER, ET AL**

Reasons for Decision dated June 21, 1988

This matter came before the Board at the request of the Wasagamack Band (the "Band") which disputed an Order made against it under The Payment of Wages Act.

The Board heard undisputed evidence that an agreement was executed between the Band and R.A.L. Enterprises Ltd., to establish a joint venture partnership. This partnership, named Wasagamack Constructors, was formed to construct a nursing station. The project was started but as it progressed it ran into financial difficulties and work on the nursing station ceased.

Before the Board, it was clear that the Employees who filed claims were entitled to receive the wages found owing. The Band, however, raised an objection to the jurisdiction of the Board, asserting that the claims for unpaid wages were not within provincial jurisdiction.

Held: The Board found that it had jurisdiction to make a determination regarding the claims before it. The Board indicated that the Band and R.A.L. Enterprises Ltd., had formed a partnership for the purpose of construction and in so doing became subject to provincial jurisdiction. The Board noted that had the Band engaged in this enterprise on its own, it would have fallen under federal jurisdiction.

The Board applied the decision of the Supreme Court of Canada in Four B. Manufacturing Ltd. v. United Garment Workers of America, et al., 102 D.L.R. (3d) 385.

**CASE NO. 119/88/PWA
B. LESLIE REAL ESTATE & DEVELOPMENT CO. LTD. and PATRICIA
SMEETS (RUML)**

Reasons for Decision dated September 13, 1988

The Employee filed a claim for wages and vacation pay. In August 1986, she began working full-time on the agreement that she would be paid \$1,500/month until she received her real estate licence, which she did in October 1986. After that point, she would continue to receive \$1,500/month, but it

would be classified as a draw against future sales commissions. In December, she was told that the Employer considered her earnings prior to October to be a draw against commissions. She disagreed. In July 1987, her employment was mutually terminated. In determining her final payment, the Employer deducted from her commission the bi-weekly payments made to her between August and October 1986.

Held: The Board was satisfied that there was an agreement at the outset of her employment as described by the Employee. The Board also found that the Employee did not know until her employment was terminated that the Employer was maintaining the position they had held in December. Therefore, the Board ordered the Employer to pay the Employee for wages and vacation pay which she was entitled to receive for the period of August to October 1986.

CASE NO. 99/88/PWA

THE CITY OF BRANDON and BRANDON PROFESSIONAL FIREFIGHTERS' ASSOCIATION, LOCAL 803

Reasons for Decision dated September 27, 1988

This was a claim for overtime wages filed by the Brandon Professional Firefighters' Association (the "Association") against the Employer, the City of Brandon (the "City").

The Board heard evidence that under their collective agreement the salary of firefighters was set out as "bi-weekly" and "annual" rates of pay for various classes of employees. An hourly rate of pay was not set out. Firefighters were required to work an average of forty-two (42) hours of work per week under a shift cycle arrangement. The City had for many years calculated the overtime to be paid to the employees by dividing the bi-weekly rate of pay by 84 hours to arrive at an hourly rate.

The Association disputed this method of calculation and alleged that the employees were not being paid in accordance with the collective agreement nor with The Employment Standards Act. The Association also alleged that the City was in violation of the Act as there was no Labour Board order, under Section 33 of the Act, authorizing the City to require its employees to work more than the maximum daily or weekly hours mentioned in Section 32.

Held: The provisions of the collective agreement respecting overtime could only reasonably be interpreted to mean that a bi-weekly salary was intended as compensation for the

employees' 42 hour work week. Therefore, in order to calculate the hourly rate and overtime rate, the bi-weekly salary should be divided by 84 as the City contended.

The Board also held that based on the nature of the shift schedule, an exemption order was required under Section 33(2) or Section 33(3) of the Act. The Board, however, after considering that the arrangement resulted from a long-standing practice, with no suggestion of bad faith, concluded that an order for payment of wages under the Section was not appropriate. The Board directed the parties to apply forthwith for an exemption order to deal with their unusual situation.

**CASE NO. 686/88/PWA
TODAY HOMES (EAST) LTD. and RICK GLUGOSH**

Reasons for Decision dated December 21, 1988

Upon reference from the Director of the Employment Standards Division, the Board was asked to determine whether the Applicant was an "employee" within the contemplation of the The Employment Standards Act and The Vacation With Pay Act, as opposed to an independent contractor.

The Applicant was engaged by Today Homes Ltd. to show and to sell new houses. The Board heard evidence that indicated the Applicant worked exclusively for Today Homes on a fixed hourly basis. He was to receive a draw against commission income of 1.5 percent of the sale price and could draw specified amounts against further commission. The Applicant worked a specific work schedule and could not "come and go" as he pleased. He was required to participate in Company sales meetings and upon becoming employed with Today Homes, he transferred his registration as a real estate broker to Today Homes. The Applicant was authorized to accept offers to purchase presented to the Company, provided he had prior approval of the Manager.

Held: The Board indicated that the essential element in determining the relationship between the parties is whether Today Homes exercised the essential degree of control over the Applicant so as to characterize the relationship as one of employee/employer and not that of an independent contractor. This characterization, a question of fact, was independent of the making of any contract.

In the Board's view, the evidence presented in this case disclosed the requisite degree of control so as to characterize the relationship as one of employee/employer.

The Board in arriving at this conclusion referred to the case of Princess Homes Ltd. and Flair Homes Ltd. v. M. Zipman and D.G. McKague, a decision of the County Court of Winnipeg, March 15, 1982.

CASE NO. 542/88/PWA

MINIC'S WELDING LTD. and PAUL LEVESQUE AND ANTE JOKIC

Reasons for Decision dated January 6, 1989

The Employer was ordered by the Director of the Employment Standards Division of the Department of Labour to pay wages which the Employees alleged they had not been paid at the overtime rate. The majority of the overtime assessment dealt with time spent travelling. The Employer disputed the payment and referred the matter to the Board for adjudication.

Held: On the evidence presented, the Board was satisfied that travel time was a necessary part of the Employees' daily duties. Further, the Board was satisfied that the assessment of the Employment Standards Officer was accurate. The original Order encompassed a six-month period. The Board adjusted this to cover the last two months of employment, because it was of the opinion that employees who knowingly entered into an arrangement which is contrary to The Employment Standards Act and who file a complaint when they are no longer employed, should bear some of the responsibility. As well, the Board considered that this was the Employer's first appearance before the Board on the issue of an overtime adjustment.

CASE NO. 475/88/PWA

CRITERIA DEVELOPMENTS LTD., CARRYING ON BUSINESS UNDER THE TRADE NAME AND STYLE OF COOKIE BREAK and MANRUD HARZAN

Reasons for Decision dated January 6, 1989

This matter came before the Board by way of Section 8(5) of The Payment of Wages Act at the request of the Employee, Mr. Harzan. The Employee's position was that he was an employee of Criteria Developments Ltd., carrying on business under the trade name and style of Cookie Break, and that he did not receive all wages owed to him over a period of nine months. The Company's position was that Harzan was not an employee, but rather a partner, and provided his services to the Employer in that capacity.

The Board heard evidence that indicated that some partnership discussions took place, however, things never proceeded beyond negotiations. Harzan had not made any capital contribution to the alleged partnership, nor was he ever given an accounting.

The Employee testified that he was hired as a construction manager by the President of Criteria Developments Ltd., Mr. Stark. A letter from Stark that specifically acknowledged Harzan as an employee was submitted to the Board. The Board also heard evidence indicating that Harzan had attained an Order from the Court of Queen's Bench removing his name as a Director of Criteria Developments Ltd. The Motion was uncontested by Criteria Developments Ltd.

Held: The Board was of the opinion that Harzan was an employee of Criteria Developments Ltd. and as such his claim for wages and vacation wages was allowed. The Board noted that other than the assertions made by Mr. Stark and the Corporate Secretary of Criteria Developments Ltd., there was no other evidence which supported the finding of a partnership relationship.

CASE NO. 1241/88/PWA

ALAN WRIGHT, CARRYING ON BUSINESS UNDER THE TRADE NAME AND STYLE OF ALAN WRIGHT BISON-BISON MEATS AND PRODUCTS and DOREENE FRAZER

Reasons for Decision dated March 22, 1989

The Applicant filed a complaint pursuant to The Payment of Wages Act requesting an Order requiring that her Employer pay her vacation wages. The Employer appeared before the Board and contended that his operation fell into the category of agriculture, and therefore, the Applicant was not an "employee" as contemplated by The Employment Standards Act.

Evidence was heard that indicated the Employer operated a farm which was involved in the raising and marketing of bison meat and associated products. The evidence was unrefuted that the majority of the animals, which were processed by an independent abattoir, were purchased from outside breeders for the sole purpose of being processed. The Applicant's duties included the preparation of promotional material, invoicing, accounts payable and sales of processed meat products.

Held: The Board determined that the operation of the Employer fell within two categories. Firstly, the farm operation, including the raising of bison, was properly considered agriculture. Secondly, the duties the Applicant

was engaged to perform, namely those associated with the marketing and promotion of bison products, clearly were those of an "employee" as contemplated by The Employment Standards Act. Accordingly, the Board found the Applicant was entitled to receive vacation wages.

SIGNIFICANT BOARD DECISIONS PURSUANT TO

THE WORKPLACE SAFETY AND HEALTH ACT

CASE NO. 340/88/WSH

**THE CITY OF FLIN FLOW and CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 228 and JERRY STROM**

Reasons for Decision dated November 14, 1988

The Applicant as Co-Chair of the Workplace Safety and Health Committee filed an application seeking a remedy for alleged discriminatory action by the City and the Union under Sections 42 and 43 of The Workplace Safety and Health Act. The allegations concerned events that had taken place after a Stop Work Order and an Improvement Order had been issued as a result of a complaint initiated by the Applicant.

The Union raised a preliminary matter. It argued that "membership" and "office" are different concepts, and any action taken with respect to the Applicant's "office" as a member and Co-Chair of the Committee does not affect a term or condition of "membership". The Board decided against the Union on this and indicated that a Union's actions are discriminatory if the Union's actions affect its representatives' abilities to function as members of a Committee.

The Applicant established that the Union had: (a) changed its practice respecting long-distance telephone charges that might have affected him; (b) changed his status as Co-Chair of the Committee by interposing the President of the Local; and (c) cancelled his trip to Winnipeg to deal with some workplace issues.

The Union's position was that its actions were not taken because the Applicant had asserted his rights under the Act, but because the Union members took the position that he was not representing them properly, and they wanted other representation. The Union further argued that the actions taken against the Applicant are not included in the definition of discriminatory action.

Held: The Applicant failed to establish that the City threatened workers with lay-offs due to the Orders. The Applicant was able to establish that he was denied sick leave by the City. However, the Board was satisfied that the denial was not influenced by the Applicant's conduct under the Act. Accordingly, the Board dismissed the complaint against the City.

The Board did not accept the Union's arguments because the Union failed to establish that the Applicant failed to properly communicate with Union members, or that he acted autocratically, arbitrarily or unpredictably. The Board also concluded that the Union had not responsibly attempted to investigate the facts and the law respecting the Orders so that it could properly inform their members. Therefore, the Board found that the Union discriminated against the Applicant for having asserted his rights under the Act, and assessed damages of \$1,000 against the Union to compensate the Applicant.

SUMMARY OF SIGNIFICANT COURT DECISIONS

METROPOLITAN STORES (MTS) LTD. v. MANITOBA FOOD AND COMMERCIAL WORKERS LOCAL 832 ET AL.

Manitoba Court of Queen's Bench

Reasons for Decision delivered June 22, 1988

At issue was the constitutional validity, under the Charter of Rights and Freedoms, of the provisions of section 75.1 (now section 87) of The Labour Relations Act, commonly referred to as "first contract legislation". Under these provisions of the Act, the Manitoba Labour Board is empowered, upon application of either the bargaining agent or the employer, to settle the terms and conditions of a first contract between the parties.

Referring to a considerable body of case law, including the trilogy of labour law decisions rendered by the Supreme Court of Canada in April 1987, the Court was of the view that the first contract legislation did not infringe the freedom of association (section 2(d) of the Charter) insofar as the employer's right to collectively bargain was not, similarly to the union's right to collectively bargain, a fundamental right or freedom under the Charter but, rather, a creation of legislation. The Court noted the sensitive nature of labour law, the delicate balance between labour and management as well as the entire process of labour relations from which the Courts should refrain from intrusion or, at the least, be very cautious in doing so by finding Charter breaches. Therefore, while employers and unions could not be granted the right to bargain under the Charter, nor claim protection from legislative regulation in terms of the timing, method or refusal to bargain collectively, such legislative regulation must afford the protections of notice, the right to be heard and fairness, which protections, in the Court's view, did exist within the first contract legislation.

The Court further noted that unions and management were not, when contracting, in association with each other within the meaning of section 2(d) of the Charter, the latter being limited to a right to associate with others in common pursuits or for common purposes. As such, the Court held that first contract legislation did not infringe freedom of association under the Charter by forcing management into an unwanted association with labour.

The Court also was of the view that first contract legislation did not infringe section 7 of the Charter as the latter provision did not protect commercial or economic rights (in this case, the rights of the employer).

In relation to the argument that section 2(b), freedom of expression, was infringed, the Court noted that the legislation did not in any way prohibit or inhibit the employer from freely expressing disagreement with the terms and conditions of a collective agreement settled under the legislation. Furthermore, in respect of the argument that section 2(b) of the Charter protected a person's economic interests, the Court was of the view that the Charter does not concern itself with economic rights except in very limited circumstances.

The decision of the Court was also noteworthy for the opinion that the "deemed fairness" provisions of The Labour Relations Act, being section 80 (formerly section 69.2) of the Act, were also held not to be in violation of the Charter, in particular, sections 2(b), 7 and 15 thereof.

It should also be noted that notice of appeal from the decision of the Manitoba Court of Queen's Bench was filed in the Manitoba Court of Appeal, said appeal now scheduled to be heard in early November, 1989.

WASAGAMACK BAND, CARRYING ON BUSINESS UNDER THE TRADE NAME AND STYLE OF WASAGAMACK CONTRACTORS and BOUTELLER ET AL and THE MANITOBA LABOUR BOARD ET AL
Manitoba Court of Appeal
Reasons for Decision delivered November 2, 1988

The Wasagamack Band sought leave to appeal to the Manitoba Court of Appeal from an Order of the Manitoba Labour Board in respect of wages owing to employees arising from construction of a nursing station on reserve lands at Wasagamack, Manitoba. As a preliminary issue, the Applicant challenged the constitutionality of sections 15(2) and 16(3) of The Payment of Wages Act on the basis of sections 89 and 90 of The Indian Act, R.S.C. 1970, Cap. I-6 and section 15 of the Charter of Rights and Freedoms. These constitutional questions were referred to a panel of the Court of Appeal for determination.

In a unanimous judgment, the Court of Appeal was of the view that sections 15(2) and 16(3) of The Payment of Wages Act did not contravene nor conflict with sections 89(1) and 90 of The Indian Act, nor were the sections of The Payment of Wages Act unconstitutional by virtue of section 15 of the Charter of Rights and Freedoms.

Having resolved the constitutional questions, the Court referred the Applicant's leave application back to the pre-

siding Chambers judge to deal with any remaining issues which the Applicant wished to argue on its application for leave from the Board's order.

(Note: Wasagamack Band sought leave to appeal from this decision of the Manitoba Court of Appeal to the Supreme Court of Canada. On April 13, 1989, the Supreme Court of Canada dismissed Wasagamack Band's application for leave to appeal to that Court.)

**NORMAN GUNN, C.O.B. GUNN INSTALLATIONS and ANGUS ET AL AND
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2085
and THE MANITOBA LABOUR BOARD and DIRECTOR OF EMPLOYMENT
STANDARDS DIVISION**

Manitoba Court of Appeal

Reasons for Decision delivered February 13, 1989

The Appellant Union and some of its members appealed from an order of the Board which declined to allow them to resort to The Payment of Wages Act process to recover wages due not to the employees, but to the Union and the Union's trustees under a health and welfare plan and under a pension plan.

The Appellants complained to the Director of Employment Standards Division under The Payment of Wages Act in respect of the failure of the Employer to remit union dues or pay over fixed amounts per hour to trustees of the health and welfare and pension plans. The Director declined jurisdiction, and on referral to the Manitoba Labour Board, a majority of the Board concluded that such remittances owed by the Employer were not "wages" as defined by The Payment of Wages Act.

The Court disagreed with the Board's narrow interpretation of the term "wages" so as to exclude wages from which union dues were deducted, and the payments due to the two plans. However, the Board's error in its reasoning did not vitiate its conclusion. In the Court's view, the true question for the Board was not the characterization of the money due as wages or not as wages, but whether the scheme of The Payment of Wages Act contemplated recovery by assignees of wages. In the Court's view, the definition of "employee" did not include an assignee of an employee.

Having in mind the provisions of section 15(2) of The Payment of Wages Act, the Court found that the wages otherwise due to the employees had been effectively assigned to the Union or to the trustees of the two plans so that the right to collect the amounts due was no longer in the employees, but in the Union or the trustees of the plans. The latter had the right to

make claims in courts of competent jurisdiction, but had no right to make claims under The Payment of Wages Act. The individual employees had no right to make claims to that which they had effectively alienated by virtue of the collective agreement.

Accordingly, for reasons different from that given by the Board, the Board's order was affirmed by the Manitoba Court of Appeal.

1988-89
EXPENDITURE SUMMARY

	<u>Estimated</u> <u>Expenditures</u>	<u>Actual</u> <u>Expenditures</u>	<u>Variance</u>
Salaries	\$428.0	\$417.5	(\$10.5)
Operating Expenditures	<u>\$171.1</u>	<u>\$210.4</u>	\$38.7
Total	\$599.7	\$627.9	

Explanations

The surplus in Salaries was due to a delay in recruitment of a vacant position and one staff member on maternity leave.

The overexpenditure in Operating Expenditures is primarily attributable to the increased cost in Board Fees, as the result of a rate increase, higher level of activity/hearings being conducted, and a Court ordered change from single-member (i.e. non Chairperson, non Vice-Chairperson) to three-member panels.

TABLE 1

STATISTICS RELATING TO THE ADMINISTRATION OF THE LABOUR RELATIONS ACT
BY THE MANITOBA LABOUR BOARD

APRIL 1st, 1988 - MARCH 31st, 1989

TYPE OF CASE	Cases Carried Over	Cases Filed	TOTAL	Disposition of Cases		Number of Cases Disposed of	Number of Cases of Cases Pending
				Granted	Dismissed Withdrawn		
Application for Certification	21	83	104	65	11	11	17
Application for Revocation	2	12	14	7	5	1	13
Application for Amended Certificate	0	17	17	14	0	1	1
Application re: Unfair Labour Practice	18	50	68	1	6	48	15
Application pursuant to Section 201	3	8	11	0	3	3	55
Application for Board Ruling	5	26	31	8	2	14	6
Application pursuant to Section 87.12	4	12	16	6	0	8	24
Application pursuant to Section 10(1)3	0	2	2	1	0	1	7
Application pursuant to Section 10(3)4	0	19	19	13	0	3	2
Application for Reconsideration	1	8	9	1	5	1	0
Application for Successor Rights	0	2	2	0	1	0	3
Application pursuant to Section 76(3)5	0	2	2	1	0	1	7
Application pursuant to Section 226	0	2	2	0	0	1	1
Application pursuant to Section 115(5)7	0	6	6	4	0	2	2
Application pursuant to Section 94.18	8	38	46	24	4	12	1
Application pursuant to Section 21(2)9	0	1	1	1	0	0	0
Application pursuant to Section 53(2)10	0	1	1	0	0	1	6
Referral for Expedited Arbitration**	38	219	257	-	-	-	0
TOTALS	100	508	608	146	37	108	21
							236
							6
							40
							1
							1
							0
							0
							21

** See Table 4

KEY TO FOOTNOTES FOR TABLE 1

- | | | |
|---|---|--|
| 1 | Duty of Fair Representation. | |
| 2 | First Collective Agreement. | |
| 3 | When an application for certification is filed with the Board, changes in conditions of employment cannot be made without the Board's consent until the application is disposed of. | |
| 4 | Within the first 90 days following certification of a union as a bargaining agent, strikes and lockouts are prohibited, and changes in conditions of employment cannot be made without the consent of the bargaining agent. Applications under this section are for an extension of this period of up to 90 days. | |
| 5 | Religious Objector. | 9 Permit. |
| 6 | Access Agreement. | 10 Employer request for Investigation. |
| 7 | Request for the Board to appoint Arbitrators. | |
| 8 | Final Offer Selection. | |

TABLE 2

STATISTICS RELATING TO THE ADMINISTRATION OF THE LABOUR RELATIONS ACT
RESPECTING CERTIFICATES ISSUED

APRIL 1st, 1988 - MARCH 31st, 1989

TYPE OF CERTIFICATE ISSUED	NUMBER OF CERTIFICATES ISSUED	NUMBER OF EMPLOYEES AFFECTED
NEW CERTIFICATES	65	1,745

TABLE 3

STATISTICS RELATING TO THE ADMINISTRATION OF THE LABOUR RELATIONS ACT
RESPECTING REPRESENTATION VOTES

APRIL 1st, 1988 - MARCH 31st, 1989

TYPE OF APPLICATION INVOLVING VOTE	Number of Votes Conducted	Number of Employees Affected by Votes	Number of Pre- Hearing Votes Counted	Applications GRANTED After Vote	Applications DISMISSED After Vote	Outcome Pending
Certifications	8	378	N/A	2	5	1
Pre-Hearing (Certification)	1	180	1	-	1	-
Revocation	4	209	-	2	2	-
Pre-Hearing (Revocation)	-	-	-	-	-	-
Termination of Bargaining Rights	-	-	-	-	-	-
Board Ruling	1	30	N/A	-	-	-
Review & Reconsideration	1	16	-	1*	-	-

* Vote was even; Board issued an order maintaining status quo.

TABLE 4

STATISTICS RELATING TO THE ADMINISTRATION OF THE LABOUR RELATIONS ACT
RESPECTING REFERRALS FOR EXPEDITED ARBITRATION

APRIL 1st, 1988 - MARCH 31st, 1989

Cases Carried Over	Number of Referrals Filed	TOTAL	Number of Cases Mediator Appointed	Disposition of Cases		Number of Cases Disposed of	Number of Cases Pending
				Settled by Mediation	Settled by Parties Arbitration		
38	219	257	182	143	35	58	21

TABLE 5

STATISTICS RELATING TO THE ADMINISTRATION OF THE EMPLOYMENT STANDARDS ACT

APRIL 1st, 1988 - MARCH 31st, 1989

TYPE OF CASE	Cases Carried Over	Number of Applications Filed	Total	Rulings Made	Applications Withdrawn	Not Pro- ceeded with By Applicant	Number of Cases Disposed of	Number of Cases Pending
Applications pursuant to Section 32	46	335	381	323	23	15	361	20
Applications pursuant to Section 35	32	78	110	84	11	-	95	15
Applications pursuant to Section 12(1)	0	1	1	0	0	-	0	1

TABLE 6

STATISTICS RELATING TO THE ADMINISTRATION OF THE PAYMENT OF WAGES ACT

APRIL 1st, 1988 - MARCH 31st, 1989

TYPE OF CASE	Cases Carried Over	Number of Applications Filed	Total	Orders Issued by the Board	Applications Withdrawn	Cases Disposed of	Cases Pending
Applications pursuant to Section 8	190	394	584	393	83	476	108

TABLE 7

STATISTICS RELATING TO THE ADMINISTRATION OF THE VACATIONS WITH PAY ACT

APRIL 1st, 1988 - MARCH 31st, 1989

TYPE OF CASE	Cases Carried Over	Number of Applications Filed	Total	Orders Issued by the Board	Claims Dismissed	Claims Withdrawn	Number of Cases Disposed of	Number of Cases Pending
Plant Vacation Shutdown	0	3	3	3	0	0	3	0

TABLE 8

STATISTICS RELATING TO THE ADMINISTRATION OF THE
WORKPLACE SAFETY & HEALTH ACT
BY THE MANITOBA LABOUR BOARD

APRIL 1st, 1988 - MARCH 31st, 1989

TYPE OF CASE	Cases Carried Over	Number of Applications Filed	Total	Orders Issued	Applications Withdrawn	Number of Cases Disposed of	Number of Cases Pending
Application for Remedy of Alleged Discriminatory Action	1	7	8	3	2	5	4
Appeal from Director's Order	2	6	8	1	4	5	3

TABLE 9

UNION	EMPLOYER	DATE OF APPLICATION	OUTCOME OF APPLICATION	CURRENT STATUS
5. Manitoba Association of Health Care Professionals	Vita & District Health Centre	July 6, 1988	Parties voluntarily entered into a collective agreement. Expiry date: April 30, 1988.	Future agreements are tied in with the Manitoba Association of Health Care Professionals central bargaining table. Negotiations in progress.
6. Canadian Union of Public Employees, Local 3159	Selkirk Medical Management Ltd.	July 8, 1988	Board imposed first collective agreement.	Expiry date: September 5, 1989.
7. The Manitoba Medical Association	The Victoria General Hospital	July 21, 1988	Board imposed first collective agreement.	Expiry date: September 21, 1989.
8. Manitoba Food & Commercial Workers, Local 832	Versa Food Services Ltd., Canadian National Railways (Transcona Shops, Winnipeg)	September 15, 1988	Board imposed first collective agreement.	Expiry date: November 16, 1989.
9. Manitoba Food & Commercial Workers, Local 832	Versa Food Services Ltd. (Keevatin Community College, The Pas, Manitoba)	September 15, 1988	Board imposed first collective agreement.	Expiry date: November 16, 1989.
10. Media Union of Manitoba No. M-38	Sun Publishing Company Limited	September 20, 1988	Board imposed first collective agreement.	Expiry date: November 20, 1989.
11. Manitoba Government Employees' Association	Communities Economic Development Fund	November 17, 1988	Board imposed first collective agreement.	Expiry date: March 2, 1990.
12. Manitoba Food & Commercial Workers, Local 832	Kittson Investments T/A Singleton's Professional Family Hair Care	January 16, 1989	Pending	

TABLE 9

FIRST AGREEMENT LEGISLATION
REVIEW OF CASES FILED
APRIL 1st, 1988 to MARCH 31st, 1989

UNION	EMPLOYER	DATE OF APPLICATION	OUTCOME OF APPLICATION	CURRENT STATUS
<u>Pending from last Reporting Period</u>				
United Food & Commercial Workers International Union, Local 330W	Blackwoods Beverages Ltd.	February 18, 1988	Parties voluntarily entered into a collective agreement.	Expiry date: April 3, 1990.
International Union of Operating Engineers, Local 901	Rural Municipality of Oakland	March 23, 1988	Parties voluntarily entered into a collective agreement.	Expiry date: December 31, 1989.
International Union of Operating Engineers, Local 901	Rural Municipality of Lac du Bonnet	March 31, 1988	Parties voluntarily entered into a collective agreement.	Expiry date: December 31, 1989.
<u>New applications filed during this Reporting Period:</u>				
1. Canadian Union of Public Employees, Local 3144	The Big Brothers Association of Winnipeg	May 2, 1988	Parties voluntarily entered into a collective agreement.	Expiry date: July 31, 1989.
2. International Union of Operating Engineers, Local 901	All-On Crane Service Limited	May 19, 1988	Parties voluntarily entered into a collective agreement.	Expiry date: April 30, 1990.
3. Canadian Paperworkers Union, Local 342-1	Manfor	May 24, 1988	Withdrawn	
4. Canadian Paperworkers Union, Local 342-1	Manfor	June 29, 1988	Parties voluntarily entered into a collective agreement.	Expiry date: September 30, 1989.